against the defendant, and vague, indefinite threats in general are not admissible. *Henson* v. *State*, 120 Ala. 316, 25 So. 23; *Carr* v. *State*, 23 Neb. 749. To rebut this evidence, the prosecution may offer testimony of the deceased's peaceful plan. *State* v. *Chaffin*, 56 S. C. 431, 33 S. E. 454.

HUSBAND AND WIFE — RIGHTS OF WIFE AGAINST HUSBAND AND HIS PROPERTY — WIFE'S RIGHT TO SUE HER HUSBAND FOR TORTS — ASSAULT. — The plaintiff sues her husband for having infected her with venereal disease during marital intercourse. *Held*, that she may recover. *Crowell* v. *Crowell*, 105 S. E. 206 (N. C.).

At common law the wife could not have maintained this action. See STEWART, HUSBAND AND WIFE, § 48. It was at first held that the statutes separating the personalities of the husband and wife in no way altered the inhibition. *Thompson* v. *Thompson*, 218 U. S. 611. See 11 HARV. L. REV. 479; 24 HARV. L. REV. 403; SALMOND, LAW OF TORTS, 5 ed., 76; COOLEY, LAW OF TORTS, 2 ed., 268. But the modern tendency has been, by liberal construction of such statutes, to permit her to sue for her husband's personal tort to her. See 28 HARV. L. REV. 109. The principal case agrees with this sounder tendency. See *Thompson* v. *Thompson*, 218 U. S. 611, 619 (dissent of Harlan, Holmes, and Hughes, JJ.); *Fitzpatrick* v. *Owens*, 124 Ark. 167, 186 S. W. 832, 187 S. W. 460; *Johnson* v. *Johnson*, 201 Ala. 41, 77 So. 335; *contra*, *Schultz* v. *Christopher*, 65 Wash. 496, 118 Pac. 629. Granting the wife her right to sue, has the husband a valid defense in the consent implied from the marital relation? The court barely considered this fundamental question. Consent is a recognized defense to an action for assault. *Reg.* v. *Wollaston*, 12 Cox C. C. 180. Where a syphilitic man had intercourse with a girl ignorant of his disease, it was held that her consent was vitiated by his deceiving her. *Reg.* v. *Bennett*, 4 F. & F. 1105; *Reg.* v. *Sinclair*, 13 Cox C. C. 28. But it is not a question of fraud, for there is in these cases no consent. The married woman consents to the battery incident to connubial intercourse, but in no wise to contact with virus, an alien element to which her mind never adverted. See J. H. Beale, "Consent in Criminal Law," 8 HARV. L. REV. 317, 319. It is a relief to observe that the erroneous and disgraceful doctrine of *Reg.* v. *Clarence* has not gained place in this country. See *Reg.* v. *Clarence*, 16 Cox C. C. 511. See 76 JOUR. AM. MED. ASSOC. 249.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — "KNOCK OUT" AGREEMENT NOT TO BID AT GOVERNMENT AUCTION. — The plaintiff and defendant met each other at an auction of Government stores. To avoid competition they agreed that the defendant alone should bid, and, if he secured the goods, they would share the transaction. The goods were knocked down to the defendant, who refused to account to the plaintiff. *Held*, that the contract was valid. *Rawlings* v. *General Trading Co.*, 151 L. T. 4 (C. A.).

It seems settled in England that a "knock out" contract is enforceable. *Galton* v. *Emuss*, 1 Coll. 243; *In re Carew's Estate*, 26 Beav. 187; *Heffer* v. *Martyn*, 36 L. J. Ch. 372. This is only qualifiedly so in America. See *Gibbs* v. *Smith*, 115 Mass. 592, 593; see 3 WILLISTON, CONTRACTS, § 1663. Where the purpose of the contract is that the parties together secure property, all of which neither wishes for himself, the contract is valid. *Marie* v. *Garrison*, 83 N. Y. 14; *Kearney* v. *Taylor*, 15 How. 494. On the other hand, where, as in the principal case, the object is to prevent competition and reduce the price, the contract is void. *Devine* v. *Harkness*, 117 Ill. 145, 7 N. E. 52; *Boyle* v. *Adams*, 50 Minn. 255, 52 N. W. 860. The agreement is regarded not only as against public policy, but also as fraudulent. See *Smith* v. *Greenlee*, 13 N. C. 126, 128; see *Dudley* v. *Little*, 2 Oh. 504, 505. It might still be argued that the plaintiff should recover on analogy to the doctrine permitting an action by a